

AG Contract No.: KR93-0705TRN
ADOT ECS File No.: JPA 93-63
Amendment 1 to H 0135 01C (old)
Project: IR-10-3 (214)
TRACS: H 5328 01C (Current)
Section: Interstate 10 (I-10), East Side
So. of Elliot Road to So. of Warner Road
City of Tempe C2001-38

INTERGOVERNMENTAL AGREEMENT
LANDSCAPE MAINTENANCE
BETWEEN
THE STATE OF ARIZONA
AND
THE CITY OF TEMPE

THIS AGREEMENT Amendment to JPA 93-63, AG Contract No.: KR93-0705TRN, filed 12 June, 1995, with the Secretary of State under No. 19770, is entered into 17 April, 2001, pursuant to Arizona Revised Statutes, Sections 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State") and the CITY OF TEMPE, acting by and through its MAYOR and CITY COUNCIL (the "City").

I. RECITALS

1. The State is empowered by Arizona Revised Statutes Section 28-401 to enter into this agreement and has by resolution, a copy of which is attached hereto and made part hereof, resolved to enter into this agreement and has delegated to the undersigned the authority to execute this agreement on behalf of the State.

2. The City is empowered by Arizona Revised Statutes Section 48-572 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has authorized the undersigned to execute this agreement on behalf of the City.

3. It is to the mutual advantage of the State and the City to amend the referenced agreement, to incorporate the addition of new landscape plantings and maintenance responsibilities to the existing Landscape Maintenance Agreement (LMA), and incorporate the refurbishment of the existing irrigation system and new plantings on Interstate 10 (I-10) at the following locations:

On the east side of Interstate 10,: **1)** Include new landscape and maintenance responsibilities to the existing agreement (from milepost 157.95 (south of Elliot Road) to milepost 158.52); **2)** Add new plantings and the refurbishment of the existing irrigation system (from milepost 158.52 to milepost 159.06); and **3)** Include new landscape and maintenance responsibilities to the existing agreement from milepost 159.06 to milepost 159.22, as designated in the attached Maintenance Exhibit. The City's new limits of jurisdiction within this amended agreement are from milepost 157.95 to milepost 159.22.

THEREFORE, in consideration of the mutual agreements expressed herein, it is agreed as follows:

#01

NO. # 19770
Filed with the Secretary of State
Date Filed: 04/17/01
Betsy Bayless
Secretary of State
By Vicky D. Haernewald

II. SCOPE OF WORK

1. The State will prepare to State standards design plans for the landscaping and irrigation construction project and submit them to the City for concurrence.
2. After City concurrence of the plans, the project will be constructed by the State, at State's expense. The State will use color coded irrigation pipe to indicate the presence of reclaimed water, as required by law.
3. The City will provide potable or reclaimed water mains up to or within the State's right of way at the City's expense. Reclaimed water shall be Class A, or better, as defined by Arizona Administrative Code (18 A.A.C. 11, Article 3) proposed May 5, 2000.
4. The City shall furnish and install necessary water services from water mains to the designated locations within the right of way at the State's expense. The City will authorize and pay or waive any water development fees.
5. The City shall furnish all potable or reclaimed water at the design pressures stated in the design plans, to the maximum extent possible for landscape installation during the construction phase, and all water, thereafter necessary to properly maintain the landscape, at City's expense.
6. Should the City elect to deliver treated reclaimed water instead of potable water, the City shall furnish and maintain any additional equipment and electrical power required by the State to maintain design water pressures, and any equipment deemed necessary by the State to effectively interface with the State's existing irrigation system, all at the City's expense.
7. After construction, the State will maintain the landscaping, irrigation system, and pay for irrigation system electric, all generally within the Control of Access, as designated in the attached Maintenance Exhibit.
8. All maintenance work shall be conducted in a manner to minimize traffic congestion and interference with through traffic. All traffic control shall meet the requirements of the Arizona Department of Transportation's "Uniform Traffic Control Manual."

III. MISCELLANEOUS PROVISIONS

1. This agreement shall become effective upon filing with the Secretary of State.
2. The terms, conditions and provisions of this agreement shall remain in full force and effect for a period of five (5) years from the effective date, unless this agreement violates any Arizona law, rule or regulation, either now enacted or which may be enacted in the future. This agreement will be automatically renewed for successive periods of five (5) years unless either party shall give notice in writing to the other not less than one (1) month nor more than three (3) months prior to the initial or renewed expiration date. Further, this agreement may be terminated by either party at any time upon sixty (60) days written notice. It is understood and agreed that, in the event this agreement is terminated by the City, the State shall in no way be obligated to maintain said landscaping.
3. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.
4. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

5. In the event of any controversy which may arise out of this agreement, the parties hereby agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518.

6. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation
Joint Project Administration
205 South 17th Avenue, Mail Drop 616E
Phoenix, AZ. 85007


City of Tempe
City Manager
Box 5002
Tempe, AZ. 85280-5002


7. Attached hereto is the written determination of each party's legal counsel the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

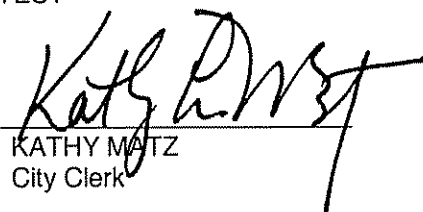
CITY OF TEMPE,

STATE OF ARIZONA
Department of Transportation

By 
NEIL GIULIANO
Mayor

By 
CATHERINE J. HEGEL
Contract Administrator

ATTEST

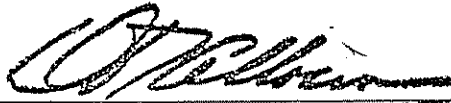
By 
KATHY MATZ
City Clerk

JPA 93-63
AMENDMENT

RESOLUTION

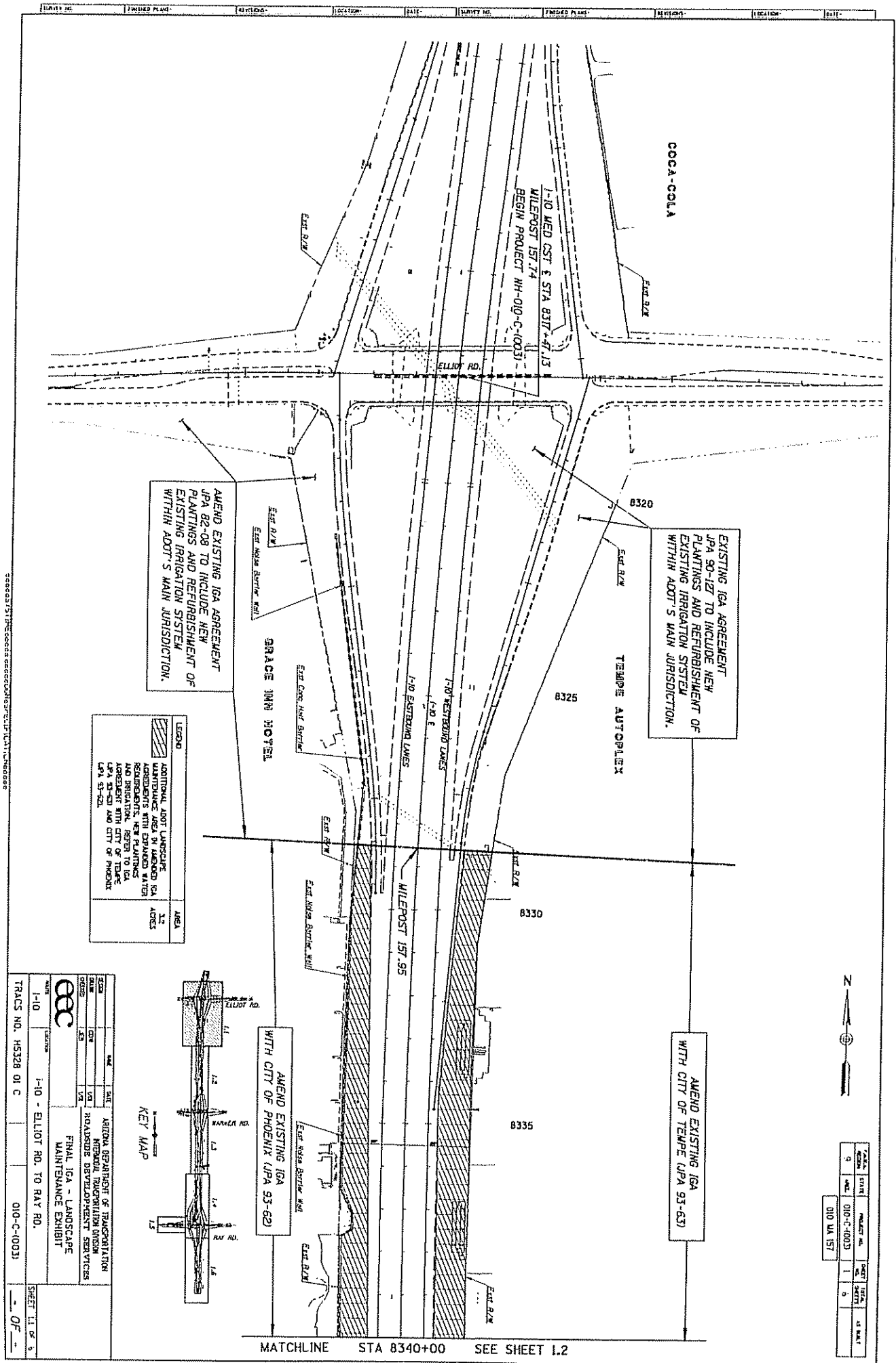
BE IT RESOLVED on this 8th day of January, 2001, that I, the undersigned MARY E. PETERS, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the DEPARTMENT OF TRANSPORTATION, acting by and through the Intermodal Transportation Division, to enter into an agreement with the CITY OF TEMPE for the purpose of defining amended responsibilities for landscaping certain areas within the State's right of way along Interstate 10 (I-10), between Elliot Road and so of Warner Road.

Therefore, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted to the Contractor Administrator for approval and execution.

A handwritten signature in black ink, appearing to read 'D. Allocco', is written over a horizontal line.

DAVID R. ALLOCCO, P.E.
Assistant State Engineer
Engineering Technical Group

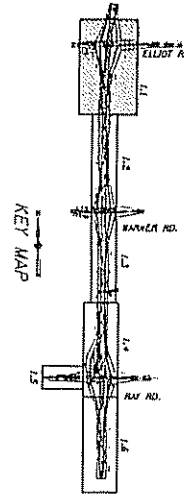
for MARY E. PETERS, Director



EXISTING IGA AGREEMENT
IGA 90-127 TO INCLUDE NEW
PLANTINGS AND REFURBISHMENT OF
EXISTING IRRIGATION SYSTEM
WITHIN ADOT'S MAIN JURISDICTION.

LEGEND	AREA
ADDITIONAL ADOT LANDSCAPE ADDITIONAL ADOT LANDSCAPE ADDITIONAL ADOT LANDSCAPE	1.1
ADDITIONAL ADOT LANDSCAPE ADDITIONAL ADOT LANDSCAPE ADDITIONAL ADOT LANDSCAPE	1.2
ADDITIONAL ADOT LANDSCAPE ADDITIONAL ADOT LANDSCAPE ADDITIONAL ADOT LANDSCAPE	1.3
ADDITIONAL ADOT LANDSCAPE ADDITIONAL ADOT LANDSCAPE ADDITIONAL ADOT LANDSCAPE	1.4
ADDITIONAL ADOT LANDSCAPE ADDITIONAL ADOT LANDSCAPE ADDITIONAL ADOT LANDSCAPE	1.5

DESIGNED BY	DATE	SCALE	PROJECT NO.	SHEET NO.
TRACS NO. H5328 01 C	010-C-1003	1	5	11



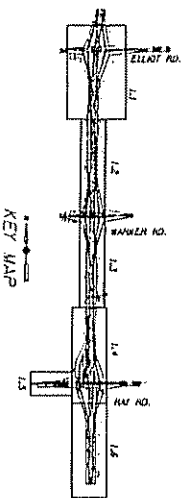
AMEND EXISTING IGA
WITH CITY OF PHOENIX (IGA 93-62)


AMEND EXISTING IGA
WITH CITY OF TEMPE (IGA 93-63)

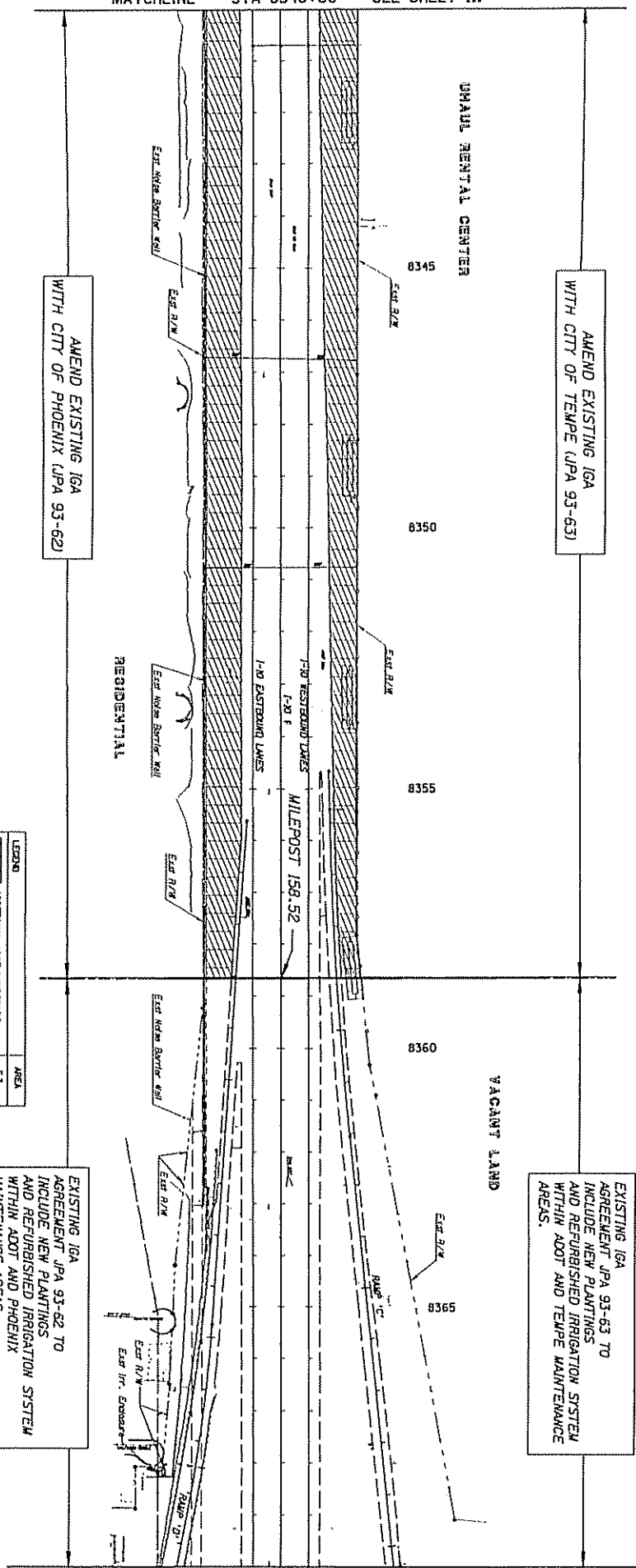
MATCHLINE STA 8340+00 SEE SHEET 1.2

DATE	SCALE	PROJECT NO.	SHEET NO.	OF SHEET
010-C-1003	1	5	11	11

MATCHLINE STA 8340+00 SEE SHEET 1.1



	ADDITIONAL ADOT LANDSCAPE AGREEMENTS ARE TO MATCH ICA AGREEMENTS WITH EXISTING WATER RESOURCES, TREE PLANTING AND BRIDGATION. REFER TO ICA AGREEMENT WITH CITY OF TOLEDO CPA 31-63D AND CITY OF PHOENIX CPA 31-62L	5.3 ACRES	AREA
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[illegible]

EXISTING IGA
AGREEMENT JPA 93-63 TO
INCLUDE NEW PLANTINGS
AND REPAIR/REBUILT IRRIGATION SYSTEM
WITHIN ADOT AND TEMPE MAINTENANCE
AREAS.

EXISTING IGA
AGREEMENT JPA 93-62 TO
INCLUDE NEW PLANTINGS
AND REQUIRISHED IRRIGATION SYSTEM
WITHIN ADOT AND PHOENIX
MAINTENANCE AREAS.



NAME	STAFF	PROJECT NO.	SHEET NO.	TOTAL SHEETS	AS BUILT
9	ANGL	010-C-10037	2	5	

010 MA 157

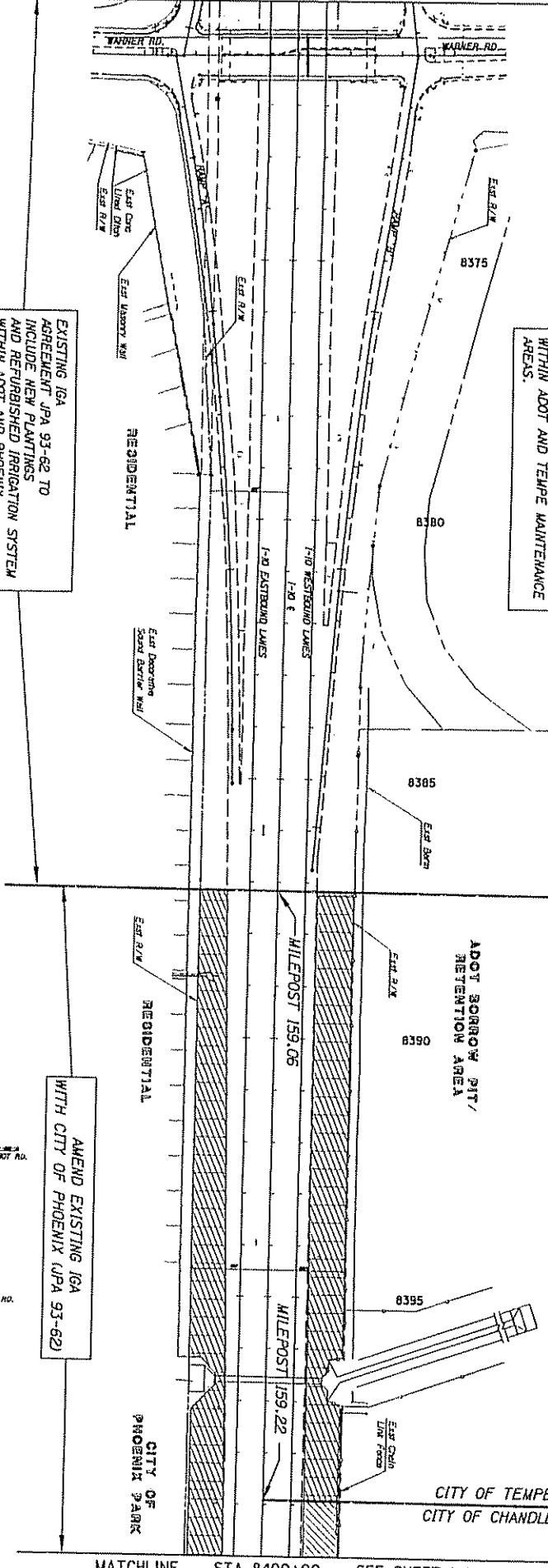
MATCHLINE STA 8370+00 SEE SHEET 1.2

AGAVE CENTER

EXISTING IGA AGREEMENT JPA 93-63 TO INCLUDE NEW PLANTINGS AND REFURBISHED IRRIGATION SYSTEM WITHIN ADOT AND TEMPE MAINTENANCE AREAS.

EXISTING IGA AGREEMENT JPA 93-62 TO INCLUDE NEW PLANTINGS AND REFURBISHED IRRIGATION SYSTEM WITHIN ADOT AND PHOENIX MAINTENANCE AREAS.

LEGEND	AREA
	1.5 ADOT LANDSCAPE MAINTENANCE AREA
	0.2 NEW ADOT LANDSCAPE MAINTENANCE AREA
	0.2 NEW ADOT LANDSCAPE MAINTENANCE AREA



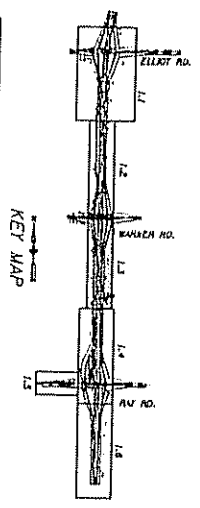
NEW IGA LANDSCAPE MAINTENANCE AGREEMENT WITH CITY OF CHANDLER (JPA 00-152)

AMEND EXISTING IGA WITH CITY OF TEMPE (JPA 93-63)

AMEND EXISTING IGA WITH CITY OF PHOENIX (JPA 93-62)



DATE	FILE	PROJECT NO.	SHEET NO.	TOTAL SHEETS	DATE
9	100-0-1003	3	5	5	010-0-10011



1-10	1-10 - ELLIOT RD. TO RAY RD.
TRAFFIC NO. HS329 01 C	
010-0-10011	
SHEET 1.3 OF 5	

APPROVAL OF THE CITY OF TEMPE ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, INTERMODAL TRANSPORTATION DIVISION, and the CITY OF TEMPE and declare this agreement to be in proper form and within the powers and authority granted to the City under the laws of the State of Arizona. No opinion is expressed as to the authority of the State to enter into this agreement.

DATED this 12th day of March, 2001.

Murilo A. Pontelli

Dep City Attorney



STATE OF ARIZONA

OFFICE OF THE ATTORNEY GENERAL

1275 WEST WASHINGTON, PHOENIX, AZ 85007-2926

JANET NAPOLITANO
ATTORNEY GENERAL

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Direct: (602) 542-8837

Fax: (602) 542-3646

MAIN PHONE: (602) 542-5025

FACSIMILE: (602) 542-4085

INTERGOVERNMENTAL AGREEMENT
DETERMINATION

A.G. Contract No. KR93-0705TRN, an agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED April 9, 2001.

JANET NAPOLITANO
Attorney General

JAMES R. REDPATH
Assistant Attorney General
Transportation Section

JRR:et/677459

Enc.